



Grand Trunk Western Railroad Co.

James E. Shepherd
Treasurer and
Director of Finance

131 West Lafayette Blvd.
Detroit, Michigan 48226

March 26, 1985

RECORDATION NO. 14448-A
FILED 1425

MAR 27 1985 5:00 PM
INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne
Interstate Commerce Commission
Room 2215
12th & Constitution Ave., N.W.
Washington, D. C. 20423

Dear Mr. Bayne:

Enclosed for recordation with the Interstate Commerce Commission pursuant to 49 USC §11303 are counterparts of a Supplemental Security Agreement, dated as of March 25, 1985. It supplements a Security Agreement dated as of October 1, 1984, between the same parties, which agreement was filed with the Commission on October 15, 1984 and assigned recordation number 1 4448.

The parties to the agreement are

Secured Party: National Bank of Detroit
611 Woodward Avenue
Detroit, MI. 48226

Debtor: Grand Trunk Western Railroad Co.
131 W. Lafayette Blvd.
Detroit, MI. 48226

The equipment subject to the agreement are various locomotives and items of rolling stock as set out in Schedule A attached to this letter.

Also enclosed is our check No. 1152 in the amount of \$10.00.

Please accept one counterpart of the document for filing, stamp the remaining with your recordation number and return them and your fee receipt to the courier.

Sincerely,

J. E. Shepherd
Treasurer & Director of Finance

Enclosure
jes950

James H. Bayne
James H. Bayne

SCHEDULE A

<u>Equipment Type</u>	<u>No. of Units</u>	<u>Road Numbers</u>
SD 40 locomotives	3	GTW 5912, 5914, 5917
60 foot, 100 ton box cars	55	GTW 306330 thru 306335 GTW 306347 thru 306365 GTW 306367 thru 306383 GTW 306385 GTW 306387 thru 306398
50 foot, 70-ton box cars	169	GTW 309105 thru 309116 GTW 309118 thru 309121 GTW 309123 thru 309138 GTW 309140 thru 309154 GTW 309156 - 309157 GTW 309159 thru 309173 GTW 309179 thru 309183 GTW 309185 GTW 309187 thru 309202 GTW 309209 thru 309215 GTW 309217 thru 309237 GTW 309239 thru 309255 GTW 309257 thru 309260 GTW 309262 GTW 309264 - 309265 GTW 309267 thru 309273 GTW 309275 thru 309287 GTW 309289 thru 309299
60 foot, 70 ton box cars	12	GTW 306906 thru 306917
86 foot, 100 ton box cars	37	DTI 26700 thru 26736

Interstate Commerce Commission
Washington, D.C. 20423

3/27/85

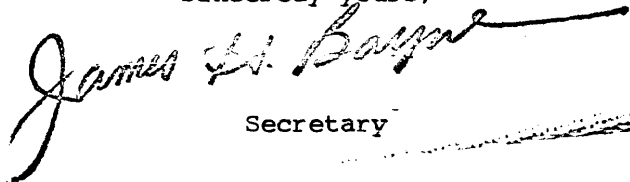
OFFICE OF THE SECRETARY

J.E. Shepherd
Treasurer & Director Of Finance
GT Western Railroad Co.
131 West Lafayette Blvd.
Detroit, Michigan 48226

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/27/85 at 2:45pm and assigned re-recording number(s). 14448-A

Sincerely yours,


Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 14448 A
FILED 1425

MAR 27 1985 2 11 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL SECURITY AGREEMENT

25th SUPPLEMENTAL SECURITY AGREEMENT dated as of the day of March, 1985, between GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation (the "Debtor") and NATIONAL BANK OF DETROIT (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor and the Secured Party have heretofore executed and delivered the Security Agreement dated as of October 1, 1984, (the "Security Agreement") and together with Grand Trunk Corporation (the "Guarantor"), the Loan and Guaranty Agreement dated as of September 15, 1984 (the "Agreement"); and

WHEREAS, the Company has acquired additional collateral which it is required to subject to the lien of the Security Agreement in accordance with Section 7.1 of the Agreement:

NOW, THEREFORE, IT IS AGREED:

Section 1. The Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby convey, warrant, mortgage, pledge, assign and grant the Secured Party, its successors and assigns, a security interest in all and singular of the Debtor's rights, title and interest in and to the railroad equipment described on Schedule A hereto.

Section 2. Schedule A to the Security Agreement is hereby amended to incorporate Schedule A hereto.

Section 3. The Debtor and the Secured Party hereby ratify and reaffirm their respective covenants and agreements contained in the Security Agreement.

Section 4. This Supplemental Security Agreement shall become effective upon the execution and delivery hereof by the Debtor and the Secured Party and the Security Agreement shall thereupon be deemed to be amended and supplemented, as hereinabove set forth, as fully and with the same effect as if the provisions of this Supplemental

Security Agreement had been set forth in the Security Agreement. Whenever the Security Agreement is referred to in the Agreement or in any of the instruments, agreements or other documents executed and delivered in connection therewith, it shall be deemed to mean the Security Agreement as supplemented by this Supplemental Security Agreement.

Section 5. Terms defined in the Supplemental Security Agreement shall, when used herein, have the meanings respectively assigned thereto in the Security Agreement.

Section 6. This Supplemental Security Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Supplemental Security Agreement as of the day and year first above written.

[Corporate Seal]

GRAND TRUNK WESTERN RAILROAD
COMPANY

Attest:

Title:

[Signature]
Asst. Secretary

By:

Title: Senior Vice President
Finance

[Signature]

[Corporate Seal]

NATIONAL BANK OF DETROIT

Attest:

Title:

[Signature]
Assistant Loan Officer

By:

Title: Vice President

[Signature]

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before
me this 25th day of March, 1985, by P.E. Tatro,
a Vice President of GRAND TRUNK WESTERN RAILROAD COMPANY, a
Michigan corporation, on behalf of the corporation.

J. A. Brewer
Notary Public
Wayne County, Michigan
My commission expires:

(SEAL)

J. A. BREWER
Notary Public, Wayne County, MI
My Commission Expires Nov. 9, 1985

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before
me this 25th day of March, 1985, by
Betsy M. Farner, the second Vice President
of NATIONAL BANK OF DETROIT, a national banking association,
on behalf of the corporation.

J. A. Brewer
Notary Public
Wayne County, Michigan
My commission expires:

(SEAL)

J. A. BREWER
Notary Public, Wayne County, MI
My Commission Expires Nov. 9, 1985

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